

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000018503
Poultry Products
11 Bemis Rd
Hooksett NH 031062620
USA

Contract ID 00000000000000000009422		Page 1 of 4
Contract Dates 02/01/2006 to 06/01/2009	Origin CPS	
Description: CPS MEAT & MEAT PRODUCTS	Contract Maximum \$999,999.99	
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MEAT AND MEAT PRODUCTS FRESH AND FROZEN MEAT ITEMS AS DESCRIBED IN CONTRACTOR'S UPDATED PRICE LIST, TO BE SUPPLIED TO FACILITIES ON A WEEKLY BASIS.	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE MEAT AND MEAT PRODUCTS TO STATE FACILITIES WITHIN THIS CONTRACT.

CONTRACT PERIOD: THIS CONTRACT WILL BE FOR A PERIOD OF 24 MONTHS WITH AN OPTION TO RENEW FOR 2 ADDITIONAL 12-MONTH PERIODS.

DEFINITIONS:

FACILITIES: LOCATIONS RECEIVING ACTUAL PRODUCT FROM CONTRACTOR.

INTERESTED PARTIES: STATE AGENCIES/DEPARTMENT OR THEIR DESIGNATED REPRESENTATIVE, RESPONSIBLE FOR ADMINISTRATION, MANAGEMENT AND PAYMENT PROCESS RELATED TO THIS CONTRACT.

FOOD SERVICE CONSULTANTS: REFERS TO PRIVATE CONTRACTOR IN THE EMPLOY OF PARTICULAR STATE AGENCIES/DEPARTMENT TO ASSIST IN FOOD SERVICE MANAGEMENT AT THE AGENCY/DEPARTMENT LEVEL.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 11/01/04 ARE ATTACHED, LIST OF STATE OF VERMONT USING FACILITIES AND DELIVERY TIME FRAMES ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THIS CONTRACT MAY BE CANCELLED WITHOUT CAUSE BY EITHER PARTY ON A 90 DAY WRITTEN NOTICE TO THE OTHER. CANCELLATION FOR CAUSE WILL BE GOVERNED BY CANCELLATION CLAUSE IN TERMS AND CONDITIONS. THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS. DELIVERIES MAY BE WEEKLY OR BI-WEEKLY ACCORDING TO THE INDIVIDUAL REQUIREMENTS OF THE FACILITIES. FRESH, CHILLED MEAT ARE PREFERRED TO FROZEN AND MUST BE DELIVERED AT A 45 DEGREE F OR BELOW, OR THEY WILL BE RETURNED AT THE VENDOR'S EXPENSE. FROZEN CUT MUST BE DELIVERED IN EXCELLENT CONDITIONS, SHOW NO FREEZER DETERIORATION OR THAWING AND PROPERLY PACKAGED. THIS MUST BE STRICTLY ADHERED TO. VENDOR MUST CONTACT THE FOOD SERVICE SUPERVISORS TO VERIFY DELIVERY SCHEDULES AND WHETHER TRACTOR-TRAILER DELIVERIES ARE PERMISSIBLE AT THEIR LOCATIONS. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY THE FOOD OFFICER AT THE TIME OF DELIVERY.

INVOICING/ACCURACY OF BILLING: ACCURACY WITH FILLING ORDERS AND INVOICING IS OF GREAT IMPORTANCE. INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENTS TO THE CONTRACT. PROBLEMS IN RECONCILING INVOICES ARE TIME CONSUMING AND COSTLY. CONTRACTOR MUST WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OF ERRORS.

INVOICES SHALL REFLECT PRODUCT NUMBER OF EACH ITEM OF AS TO BE EASILY MATCHED TO PRICE LIST FOR PRICE VERIFICATION BY FACILITIES. CONTRACT AND NON-CONTRACT SHALL NOT BE COMMINGLED ON THE SAME INVOICE. INVOICES ARE TO BE RENDERED BY CONTRACT TO EACH INDIVIDUAL FACILITY RESPONSIBLE FOR THE ORDER. CONTRACTOR SHALL BE RESPONSIBLE FOR SHOWING THE USING AGENCY CONTRACT NUMBER, DATE OF ORDER, UNIT AND EXTENSION PRICES ON ALL INVOICES. SUBSTITUTED ITEMS MUST BE REFLECTED ON INVOICE AT THE CONTRACT PRICE. IF INVOICE REFLECTS A HIGH PRICE FOR ITEMS OR SUBSTITUTES A HIGHER PRICE, THE CONTRACTOR'S INVOICE WILL BE CUT-BACK TO THE PRICE AT THE

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TIME OF ORDER; HOWEVER, IF PRICING IS LOWER THEN TIME OF ORDER, THIS PRICE WILL PREVAIL IN THE PAYMENT. IF MORE THEN A QUARTER OF THE ITEMS ON AN INVOICE ARE PRICED INCORRECTLY THE VENDOR WILL BE EXPECTED TO REISSUE A CORRECTED INVOICE TO THE FACILITY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE CORRECT PRICING. THE CONTRACTOR IS ADVISED THAT INVOICES WITH DISCREPANCIES WILL TAKE LONGER TO PROCESS AND THE STATE WILL NOT BE HELD RESPONSIBLE.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

GENERAL REQUIREMENTS:

PHYSICAL FACILITIES: THE CONTRACTOR'S WAREHOUSE AND TRUCKS MAY BE INSPECTED BY THE STATE OR REPRESENTATIVE OF THE STATE, AND SHALL BE: CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORING AND DELIVERING PRODUCTS (DRY, CHILLED, OR FROZEN), MEET OR EXCEED ANY USDA OR FDA REQUIREMENTS.

ACCOUNTING PRACTICES: THE CONTRACTOR MUST CLEARLY DEMONSTRATE TO THE STATE THE CAPABILITY TO PROVIDE ACCURATE, RELIABLE AND TIMELY REPORTS, IN TERMS OF INVOICES, STATEMENTS, CREDIT AND UTILIZATION REPORTS.

CONTRACTOR'S REPRESENTATION: JOHN TOMKO IS THE CONTACT THAT WILL BE RESPONSIBLE FOR THE FOLLOWING AREAS: EXECUTIVE OFFICER RESPONSIBLE FOR CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS FOR ALL CENTERS, INSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, BEING AVAILABLE ON A DAILY BASIS TO THE FOOD SERVICE SUPERVISOR, OR STATE PURCHASING OR CONSULTANTS, AND PROCESS FOR RESOLUTION OF ANY PROBLEMS THAT ARISE. ATTEND QUARTERLY FOOD SERVICE MEETING AND OTHER SPECIAL MEETINGS, AS DIRECTED BY THE FOOD SERVICE CONSULTANT, OR STATE PURCHASING AND CONTRACT ADMINISTRATION DIVISION. RESPONSIBLE FOR CONDUCTING VISITS TO FACILITIES PER A FACILITIES REQUEST, RESPONSIBLE FOR MEETING WITH THE FOOD SERVICE CONSULTANT ON A REQUESTED BASIS.

CONTRACTOR'S DESIGNATED REPRESENTATIVES MUST BECOME FAMILIAR WITH FOOD SERVICE OPERATIONS IN "CORRECTIONS" AND "HOSPITAL" SETTINGS AND FOOD SERVICE OPERATIONAL CONCEPT ON WHICH THEY ARE BASED. THIS CONCEPT MAKES IT ESSENTIAL THAT IT BE THOROUGHLY UNDERSTOOD BY ALL THAT THIS CONTRACT REQUIRES TOTAL COMMITMENT TO A BUSINESS RELATIONSHIP BETWEEN FOOD CONTRACTOR, FOOD SERVICE CONSULTANT, FACILITY AND STATE PURCHASING AND CONTRACT ADMINISTRATION DIVISION.

THIS MEANS IT IS A PARTNERSHIP WITH THE GOAL OF HAVING THE RIGHT ITEM AT THE RIGHT PLACE, AT THE RIGHT TIME, IN THE RIGHT QUANTITY AT THE RIGHT PRICE. ANY DEVIATION FROM THIS GOAL BY ANY OF THE PARTIES TO THIS TEAM CANNOT BE TOLERATED; AS FAILURE ON THE PART OF ONE, SERIOUSLY AFFECTS THE PERFORMANCE OF ALL.

THE STATE OR A REPRESENTATIVE MAY VISIT THE CONTRACTOR'S FACILITIES AND WAREHOUSE FOR INSPECTION FROM TIME TO TIME THROUGHOUT THE CONTRACT PERIOD.

JOHN TOMKO WILL BE THE CONTACT FOR POULTRY PRODUCTS CO INC; TELEPHONE NUMBER: 800-334-2449 OR 603-263-1647 FAX: 603-263-1680 EMAIL JOHNTOMKO@GMAIL.COM

QUALITY: ALL PRODUCTS PROVIDED BY THE CONTRACT MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE. ALL PRODUCTS ARE TO BE AS SPECIFIED. ALL BEEF, POULTRY AND LAMB PRODUCTS TO BE EITHER USDA CHOICE OR USDA NO ROLL AS SPECIFIED. PORK TO BE USDA #1 WITH MAJOR PACKER EQUIVALENT ACCEPTABLE. ITEMS WILL BE INSPECTED ON A RANDOM BASIS FOR FAT CONTENT AND QUALITY AND ARE SUBJECT TO ANALYSIS BY THE VERMONT DEPARTMENT OF AGRICULTURE AND THE VERMONT DEPARTMENT OF HEALTH.

SPECIALS: VENDORS ARE EXPECTED TO FORWARD TO THE STATE FACILITIES ANY ALLOWANCES, SPECIALS OR PROMOTIONS.

MEAT PRICE LISTS: "MEAT PRICE LISTS" IS SUPPLIED BY THE CONTRACTOR TO PARTIES INDICATED ON ATTACHED LIST OF "FACILITIES AND INTERESTED PARTIES". "MEAT PRICE LIST" CONTAIN THE MEAT AND MEAT PRODUCTS CURRENTLY IN USE AT THE FACILITIES AND HAS BEEN AGREED UPON BY ALL PARTIES, FOR USE UNDER THIS CONTRACT. PRODUCTS LISTED IN THE "MEAT PRICE LIST" SHALL REMAIN FIRM THROUGHOUT THE CONTRACT PERIOD. PRODUCT ADDITIONS OR DELETIONS REQUIRE APPROVAL. NOTIFICATION OF THE ADDITIONS AND DELETIONS WILL BE FORWARDED TO THE CONTRACTOR BY THE STATE PURCHASING AND CONTRACT ADMINISTRATION DIVISION OFFICE.

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LISTS MUST SHOW EFFECTIVE DATE OF PRICING. ONCE CONTRACT HAS MAILED, EMAILED OR FAXED THE NEW "MEAT PRICE LIST" TO ALL INTERESTED PARTIES, PRICES WILL REMAIN FIRM AND NO PRICE CHANGES ALLOWED.

PRICES HONORED BY THE STATE WILL BE THOSE IN EFFECT THE DATE THE FACILITY PLACED THE ORDER AND NOT AT THE TIME OF DELIVERY OR INVOICE. BACK ORDERS WILL BE PRICED AT POINT OF ORIGINALLY ORDERED.

CONTRACTOR SHALL SUBMIT ONE COPY OF THE MEAT PRICE LIST TO STATE PURCHASING AND CONTRACT ADMINISTRATION BY MAIL, EMAIL OR FAX.

AS MANY ITEMS ON THE MEAT PRICE LIST AS POSSIBLE MUST BE BID AND LISTING SHALL BE SUBMITTED DIRECTLY BY VENDOR TO EACH FACILITY WITH A COPY TO THE VERMONT PURCHASING AND CONTRACT ADMINISTRATION DIVISION WEEKLY. EFFECTIVE DATE OF PRICE LIST WILL BE MONDAY THROUGH SUNDAY. VENDOR SHALL SUBMIT PRICE LIST BY THE FRIDAY BEFORE THE EFFECTIVE DATE COMMENCES (THE FOLLOWING MONDAY) TO ALLOW TIME FOR RECEIPT OF THE LISTS BY THE AGENCIES. IT IS THE VENDOR'S RESPONSIBILITY TO KEEP SUFFICIENT COPIES OF THE "BLANK" BID SHEET, AS THIS SHALL BE THE LIST WHICH WILL BE ACCEPTED FOR PRICING AT THE TIME DURING THE CONTRACT PERIOD UNLESS OTHERWISE APPROVED BY STATE PURCHASING AND CONTRACT ADMINISTRATION.

OUT OF STOCK/ SUBSTITUTE PRODUCTS/PARTIAL FILLS: CONTRACTOR MUST MAINTAIN AN AVERAGE OF 98% STOCK AVAILABILITY. UPON RECEIPT OF ORDER, CONTRACTOR SHALL IMMEDIATELY NOTIFY ORDERING SITE OF OUT-OF-STOCK/NOT AVAILABLE PRODUCTS. (NOTE: OUT-OF-STOCK/NOT AVAILABLE PRODUCT SITUATIONS MAY BE A BASIS FOR CANCELLATION OF CONTRACT AND/OR CHARGING BACK FOR ANY ADDITIONAL COST OBTAINING SUCH PRODUCTS ELSEWHERE).

SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUTSTOCK/ NOT AVAILABLE PRODUCT SITUATIONS AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATIONS SHALL BE OF SAME GRADE; QUALITY, ETC. SUBSTITUTIONS SHALL NOT BE MADE ON A CONTINUED BASIS. EXPLANATION OF REPEATED/CONTINUED SUBSTITUTION, THE FOOD SERVICE OFFICER MUST CONTACT THE PURCHASING AND CONTRACT ADMINISTRATION DIVISION AND REQUEST "AUTHORIZATION" TO PURCHASING AN ALTERNATE SOURCE. IT WILL BE LEFT TO THE FOOD SERVICE OFFICERS' DISCRETION AS TO WHETHER OR NOT A "PARTIAL-FILL" ORDER WILL BE ACCEPTED. REPEATED OUTSTOCK, SUBSTITUTIONS AND/OR PARTIAL FILLS BY EITHER CONTRACTOR MUST BE REPORTED BY THE FOOD SERVICE SUPERVISOR TO STATE PURCHASING AND CONTRACT ADMINISTRATION. CONTRACTORS ARE TO INDICATE ALL "OUT-OF-STOCK", "PARTIAL-FILLS" AND "SUBSTITUTE" ITEMS ON THEIR INVOICES.

REPLACEMENT: ANY CLAIM OF PRODUCT DELIVERY THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE, AN UNACCEPTABLE SUBSTITUTION, ETC.) SHALL BE RESOLVED WITHIN THREE (3) DAYS.

AUDIT: THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH CONTRACT PRICE AUDITS THROUGHOUT THE CONTRACT PERIOD.

ITEMS: ATTACHED LISTING REFLECTS PRIMARY MEAT ITEMS TO BE PURCHASED FROM THIS CONTRACT. FILL RATE TO BE 98% MINIMUM OF EACH ITEM REQUESTED. CONTRACTOR ARE ENCOURAGED TO PROPOSE MEAT PRODUCTS PRODUCED OR PACKAGED IN VERMONT.

ADDITION AND DELETION OF USING FACILITIES: THE STATE RESERVES THE RIGHT TO ADD AN ADDITIONAL FACILITY WITH 30 DAY WRITTEN NOTICE OR DELETE ANY FACILITY ON A 60 DAY WRITTEN NOTICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; THE USING DEPARTMENTS ADDRESS, CONTACT NAME; AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY SHIPPED; PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD ----- REPORT DUE
JANUARY 1 - MARCH 31 ----- APRIL 15
APRIL 1 - JUNE 30 ----- JULY 15
JULY 1 - SEPTEMBER 30 ----- OCTOBER 15
OCTOBER 1 - DECEMBER 31 ----- JANUARY 15

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THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT, PHONE 802-828-4635, FAX 802-828-2222
EMAIL: deb.larose@state.vt.us

CHANGE #1 - 2/25/2008 - TO RENEW THIS CONTRACT FOR AN ADDITIONAL YEAR AT THE SAME PRICING, TERMS AND CONDITIONS PER A LETTER FROM JIM PLOURDE DATED 2/25/2008.

CHANGE #2 - 1-26-2009 - TO RENEW THIS CONTRACT FOR FOUR MONTHS AT THE SAME PRICING, TERMS AND CONDITIONS PER A LETTER FROM JIM PLOURDE DATED 1/26/09.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____